

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

**FEDERAL RESERVE BANK OF SAN
FRANCISCO,**

Plaintiff,

v.

**BENWORTH CAPITAL PARTNERS PR
LLC, BENWORTH CAPITAL PARTNERS
LLC, BERNARDO NAVARRO and
CLAUDIA NAVARRO,**

Defendants.

Civil No.: 24-01313 (GMM)

RE: BREACH OF CONTRACT;
COLLECTION OF MONEY; FRAUDULENT
TRANSFERS; CONVERSION

**JOINT MOTION INFORMING PARTIES' STIPULATION REGARDING
THE DEFENDANTS' DEADLINE TO ANSWER OR OTHERWISE PLEAD
TO THE COMPLAINT (D.E. 1)**

TO THE HONORABLE COURT:

COME NOW plaintiff, Federal Reserve Bank of San Francisco ("Plaintiff"), and the defendants, Benworth Capital Partners LLC ("Benworth FL"), Benworth Capital Partners PR, LLC ("Benworth PR"), Bernardo Navarro ("Mr. Navarro") and Claudia Navarro ("Ms. Navarro") and together with Mr. Navarro, the "Navarros") (collectively, the "Defendants" and together with Plaintiff, the "Parties"), through their respective undersigned counsel, and very respectfully **STATE** and **PRAY** as follows:

1. On July 10, 2024, Plaintiff filed the captioned *Complaint* against the Defendants for breach of contract, collection of money, fraudulent transfers and conversion. **D.E. 1.**

2. On July 11, 2024, the summons were issued as to the Defendants. **D.E. 5.**

3. On July 17, 2024, Plaintiff requested the Defendants to waive service of summons.

Therefore, pursuant to Fed. R. Civ. P. 4(d), if service is waived, the Defendants would be required

Joint Motion Informing Parties' Stipulation ...

Federal Reserve Bank of San Francisco v. Benworth Capital Partners PR LLC *et al.*

Civil No. 24-01313 (GMM)

Page 2 of 3

to answer or otherwise plead against the *Complaint* by September 16, 2024.¹

4. On the 25th and 29th days of July 2024, the Plaintiff served the summons on Benworth FL and Benworth PR, respectively. **D.E. 13 and 14.** Consequently, pursuant to Fed. R. Civ. P. 12(a)(1)(A)(i), Benworth FL is required to answer or otherwise plead against the *Complaint* by August 15, 2024, whereas Benworth PR must answer or otherwise plead by August 19, 2024.

5. On August 14, 2024, the Navarros signed and returned the requested waivers of service to Plaintiff. *See Exhibits A and B.*

6. The Parties respectfully inform this Honorable Court that, in order to resolve potential disputes regarding service, they have reached an agreement and stipulate to the following: (i) the Defendants accept the service of process and will not move to dismiss or quash based on grounds related to service, and (ii) the deadline for all Defendants to answer or otherwise plead to the *Complaint* shall be **October 1, 2024.**

WHEREFORE, the Parties respectfully request that this Honorable Court takes notice of the foregoing, approve the instant motion and stipulations between them and, consequently, allow the stipulated deadline of **October 1, 2024**, for all Defendants to answer or otherwise plead to the *Complaint*.

CERTIFICATE OF SERVICE: We hereby certify that on this same date the foregoing motion was filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all attorneys and participants of record.

Respectfully submitted in San Juan, Puerto Rico, this 15th day of August 2024.

¹ The last day of the 60-day period provided by Fed. R. Civ. P. 4(d)(3) is Sunday, September 15, 2024. Therefore, pursuant to Fed. R. Civ. P. 6(a)(1)(C), the period to answer or otherwise plead against the *Complaint* continues to run until the end of the next day that is not a Sunday – Monday, September 16, 2024.

Joint Motion Informing Parties' Stipulation ...

Federal Reserve Bank of San Francisco v. Benworth Capital Partners PR LLC et al.

Civil No. 24-01313 (GMM)

Page 3 of 3

O'NEILL & BORGES LLC

250 Muñoz Rivera Ave., Ste. 800
San Juan, PR 00918-1813
Tel: (787) 764-8181
Fax: (787) 753-8944

/s/ Antonio L. Roig Lorenzo

Antonio L. Roig Lorenzo
antonio.roig@oneillborges.com
USDC-PR No. 207712

/s/ Salvador J. Antonetti Stutts

Salvador J. Antonetti Stutts
salvador.antonetti@oneillborges.com
USDC-PR No. 215002

/s/ Ubaldo M. Fernández Barrera

Ubaldo M. Fernández Barrera
ubaldo.fernandez@oneillborges.com
USDC-PR No. 224807

/s/ Aníbal A. Román Medina

Aníbal A. Román Medina
anibal.roman@oneillborges.com
USDC-PR No. 308410

**CLEARY GOTTlieb STEEN &
HAMILTON LLP**

One Liberty Plaza
New York, New York 10006
Telephone: (212) 225-2000
Facsimile: (212) 225-3999

Lisa M. Schweitzer
(admitted *pro hac vice*)
lschweitzer@cgsh.com

Thomas S. Kessler
(admitted *pro hac vice*)
tkessler@cgsh.com

*Counsel for Federal Reserve Bank of
San Francisco*

FERRAIUOLI LLC

PO Box 195168
San Juan, PR 00919-5168
Tel. (787) 766-7000
Fax: (787) 766-7001

/s/ Roberto A. Cámara-Fuertes

Roberto A. Cámara-Fuertes
USDC-PR 219002
rcamara@ferraiuoli.com

/s/ Jaime A. Torrens-Dávila

Jaime A. Torrens-Dávila
USDC-PR 223810
jtorrens@ferraiuoli.com

/s/ Mónica Ramos Benítez

Mónica Ramos-Benítez
USDC-PR 308405
mramos@ferraiuoli.com

*Counsel for Benworth Capital
Partners, LLC and Bernardo
Navarro*

**CASELLAS ALCOVER &
BURGOS PSC**

PO Box 364924
San Juan, PR 00936-4924
Tel. (787) 756-1400
Fax. (787) 756-1401

/s/ Ricardo F. Casellas

Ricardo F. Casellas
USDC-PR 203114
rcasellas@cabprlaw.com

/s/ Carla S. Loubriel Carrión

Carla S. Loubriel Carrión
USDC-PR Bar 227509
cloubriel@cabprlaw.com

*Counsel for Benworth Capital
Partners PR, LLC and Claudia
Navarro*